from execution are generally held to be reasonably and liberally construed. *Montague v. Richardson,* 24 Conn., 338; *Stewart v. Brown,* 37 N. Y., 350. Some cases hold that such statutes must be strictly construed, *Temple v. Scott,* 3 Minn., 419; *Carty v. Drew,* 46 Vt., 346; and being in derogation of the common law are not to be extended by equitable construction. *Rice v. Otter,* 5 Denio, 119.

INSURANCE—PREMIUMS—CREDIT—PRESUMPTIONS.—WASHBURN V. U. S. CASUALTY CO., 81 ATL., 575, (ME.).—*Held,* credit is presumed to have been extended to insured for a premium, if policy was delivered without requiring payment.

It is generally held that actual payment of the permium is unnecessary. A promise to pay on the part of the insured will constitute ample consideration. Such a promise may be express; *Jones v. New York L. Ins. Co.,* 168 Mass., 397; *Ohio Farmers' Ins. Co. v. Stowman,* 16 Ind. App., 205; or implied from the attendant circumstances of the transaction. *Newark Mach. Co. v. Kenton Ins. Co.,* 50 Ohio St., 549; *Equitable L. Assur. Soc. v. McElroy,* 49 U. S. App., 548. The courts go even farther and hold that though the policy expressly stipulates that the contract shall not be binding until a premium be actually paid, such a stipulation may be, and shall be deemed to be, waived by such conduct on the part of the insurer as shows an intention not to insist on its performance. *Roberts v. Security Co.,* 1 Q. B,. 111; *Commercial F. Ins. Co. v. Morris,* 105 Ala., 498; *New York Cent. Ins. Co. v. National Protection Ins. Co.,* 20 Barb. (N. Y.), 468. Thus a delivery of such a policy as a completed and executed contract will be deemed a waiver of the stipulation and credit for the premium will be presumed. *O'Brien v. Union Mut. L. Ins. Co.,* 22 Fed. Rep., 586; *Miller v. Brooklyn L. Ins. Co.,* 12 Wall. (U. S.), 285; *Wood v. Poughkeepsie Mut. Ins. Co.,* 32 N. Y., 619.

LANDLORD AND TENANT—BREACH OF CONTRACT—LOSS OF PROFITS—LIABILITY OF LANDLORD.—SKINNER V. GIBSON, 121 PAC. (KAN.), 513.—*Held,* that the failure of cattle to grow and take on flesh because of an insufficiency of pasture, was a ground for the recovery of damages by the tenant where the pasture rented of the landlord contained materially less land than had been represented.

Damages may be recovered for loss of profits if they are proximate, certain, and within the contemplation of the parties when the contract was made. *Brigham & Co. v. Carlisle,* 78 Ala., 243; *Hale on Damages,* p. 72, *et seq.* Mere speculative or conjectural profits are not recoverable. *Reed v. Lewis,* 94 Ala., 626. Damages for wrongfully prevented gains may be ascertained with reasonable certainty by comparison with previous business or past experiences of a similar kind. *Brown v. Hadley,* 43 Kan., 267; *Schile v. Brokhahus,* 80 N. Y., 614, *contra; Pollit v. Long,* 58 Barbour, 20. Where the defendant failed to deliver fertilizer, the measure of damages was the difference in value between the crop raised and a similar crop

grown on fertilized land. *Bell v. Reynolds,* 78 Ala., 511. Profits from future fruit grown are too remote and conjectural. *Rhodes v. Baird,* 16 Ohio St., 573. However, a line of New York cases hold that for a diminished output or total failure of a crop, the measure of damages is the difference between the actual crop and an average crop of the same kind. *Passinger v. Thorburn,* 34 N. Y., 634; *Van Wyck v. Allen,* 69 N. Y., 61, but the weight of authority is *contra. Gresham v. Taylor,* 51 Ala., 505; *Richardson v. Northrup,* 66 Barb., 85; *Jones v. George,* 56 Tex., 149. Where the landlord failed to supply water to irrigate the field, he was liable in damages for the diminished crop yield. *Raymold Rice Milling Co. v. Landford Bros.,* 32 Tex. Cic. App., 401. And the principal case is further upheld very clearly in *Brown v. Hadley,* 43 Kan., 267, where the rule is laid down that dairymen or cattlemen can with reasonable certainty estimate their future returns from feeding cattle.

LANDLORD AND TENANT—INJURIES—CONTRIBUTORY NEGLIGENCE.—ROHRBACHER V. GILLIG, 98 N. E., 733 (N. Y.).—*Held,* that a landlord, having provided a well lighted stairway in a building leased to several tenants, owned no duty to third persons, who call to see a tenant on business, to keep a well-lighted hallway leading to a freight elevator shaft.

The general rule is that the owner of a tenement is under no legal obligation to keep lights in hallways of the tenement, and the absence of lights does not prove negligence. *Halpin v. Townsend,* 107 N. Y., 608; *Bears v. Ambler,* 9 Pa., 193. Other courts have held that where the landlord retains complete control over the premises he is liable for injuries of a third person received therein. *Coupe v. Platt,* 172 Mass., 458; *Jennings v. VanSchaick,* 108 N. Y., 530. However, the burden of proof is upon the plaintiff to show negligence on part of the landlord, and an absence of contributory negligence on his own part. *Moore v. Goedel,* 34 N. Y., 527. The rule is otherwise if the hall is so unusual or peculiar as to render artificial lights essential for reasonable safety. *Marwedel v. Cook,* 154 Mass., 235; *Borgan v. Hanan,* 66 N. Y. S., 1066. But if the hallway and stairway are in all respects inherently safe and convenient, the owner owes no duty to keep them lighted. *Capen v. Hall,* 21 R. I., 364. Nor is he liable to third persons for injuries caused by defective conditions of premises, unless he had knowledge or notice, actual or constructive thereof. *Borman v. Sandgren,* 37 Ill. App., 160; *Ploen v. Staff,* 9 Mo. App., 309; *Rice v. Trustees of Boston Univ.,* 191 Mass., 30. Where the guest of a tenant has the right of recovery such right is identical with that of the tenant. *Davis v. Pacific Power Co.,* 107 Cal., 563; *Fisher v. Jausen,* 128 Ill., 549; *Moore v. Steljes,* 69 Fed. Rep., 518. And he can have no greater claim than the tenant would have had under same circumstances. *Jordan v. Sullivan,* 181 Mass., 348; *Clyne v. Helmes,* N. J. L., 358; *Dyer v. Robinson,* 110 Fed., 99.

LEGAL TENDER—EJECTMENT OF PASSENGER—LIABILITY OF CARRIER—CINCINNATI NORTHERN TRACTION CO. V. ROSNAGLE, 95 N. E., 884 (OHIO).—